KW-2

GOVERNMENT OF KARNATAKA

BANGALORE DEVELOPMENT AUTHORITY,
West Division, Metro Pillar No.594, Bangalore-Mysore Road,
Kengeri, Bangalore, 560059

TENDERS FOR THE WORK OF

Formation of Road and Construction of UGD from site no. 2710 to site no 2722 in 4th Block of Sir M Vishweshwaraiah Nagar Layout.

TENDER REFERENCE **No: BDA/EE(W)/TEN/ /2025-2026**

Section	Description
1	INVITATION FOR TENDERS (IFT)
2	INSTRUCTIONS TO TENDERERS (ITT)
3.	FORM OF TENDER AND QUALIFICATION INFORMATION
4.	CONDITIONS OF CONTRACT (CC)
5.	CONTRACT DATA
6	SPECIFICATIONS
7	DRAWINGS
8.	BILL OF QUANTITIES
9.	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

Contractor Executive Engineer

SECTION 1: INVITATION FOR TENDERS (IFT)

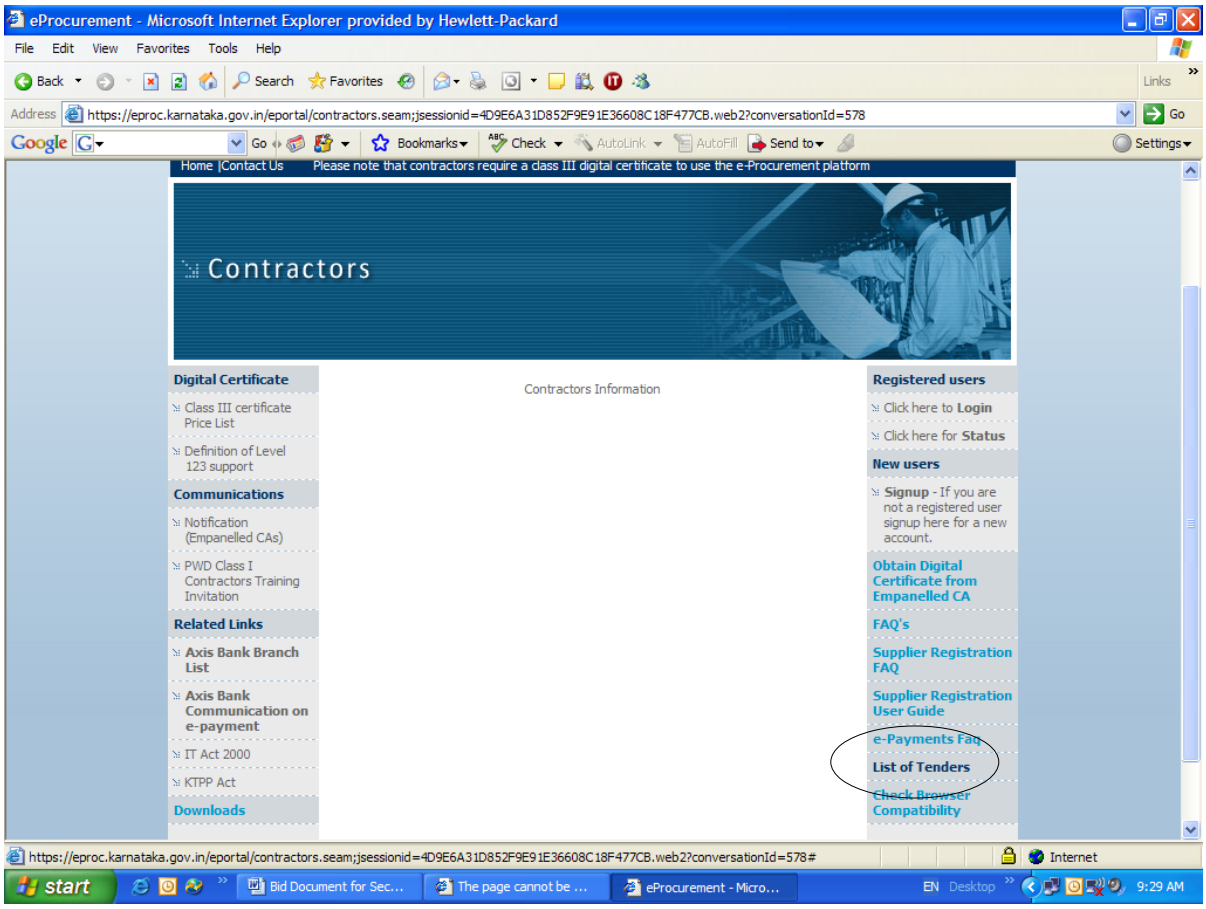
1. The **Executive Engineer, West Division,** Bangalore Development Authority, Bangalore (BDA),invites Single Cover tender consisting of Technical and financial bid from eligible tenderers, for the construction of work detailed in the Table below. ***The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.***

2. Tender documents may be downloaded from Government of Karnataka kppp portal website https://kppp.karnataka.gov.in/eportal/index.seam under login for Contractors:

eProcurement - Microsoft Internet Explorer provided by Hewlett-Packard
https://eproc.karnataka.gov.in/eportal/index.seam
Monday, 24 March 2008
PROCUREMENT PORTAL
Government of Karnataka
Home | Contact Us
Contractors
click here to Enter
Register here for a new account
Sign Up
The Government of Karnataka (GoK) is of firm belief that Information Technology should be utilized to usher in an era of e-Governance aimed at demystifying the role of Government, simplifying procedures.
And bringing in transparency, making need based, good quality and timely information available to all citizens and providing all services in an efficient and cost-effective way and identified services on an online basis.
Given the context, the GoK released a Strategy document on e-Governance in 2002-03, which identified the goal of its e-Government policy and detailed out the strategy that would be adopted
Government Users
Government users click here to
Enter
Citizens
https://eproc.karnataka.gov.in/eportal/contractors.seam;jsessionid=4D9E6A31D852F9E91E36608C18F477CB.web2?conversationId=578
Internet
start
Bid Document for Sec...
The page cannot be ...
eProcurement - Micro...
9:26 AM

After login to Contractors, Please scroll down to the right side bottom to see List of Tenders, Please click there to find the details of NIT and download copy of the tender . The tender can be downloaded in the portal as per prescribed date and time published in the portal . Only Interested Contractors who wish to participate should remit online transaction fee for tender after registering in the portal . The transaction fee is non-refundable if you wish to participate .

Contractor Executive Engineer


eProcurement - Microsoft Internet Explorer provided by Hewlett-Packard
File Edit View Favorites Tools Help
https://eproc.karnataka.gov.in/eportal/contractors.seam;jsessionid=4D9E6A31D852F9E91E36608C18F477CB.web2?conversationId=578
Home |Contact Us Please note that contractors require a class III digital certificate to use the e-Procurement platform
Contractors
Digital Certificate
Class III certificate Price List
Definition of Level 123 support
Communications
Notification (Empanelled CAs)
PWD Class I Contractors Training Invitation
Related Links
Axis Bank Branch List
Axis Bank Communication on e-payment
IT Act 2000
KTPP Act
Downloads
Contractors Information
Registered users
Click here to Login
Click here for Status
New users
Signup - If you are not a registered user signup here for a new account.
Obtain Digital Certificate from Empanelled CA
FAQ's
Supplier Registration FAQ
Supplier Registration User Guide
e-Payments Faq
List of Tenders
Check Browser Compatibility
start
9:29 AM

3. Tenders must be accompanied by earnest money deposit which will paid online through kppp portal .

4. Tenders must be electronically submitted (on-line through internet) within the date and time published in kppp portal. Tenders will be opened at prescribed time and date in the kppp portal, in the presence of the Tenderers who wish to attend at the Office of the **The Executive Engineer,** West Division, Near Metro pillar No.594, Bangalore-Mysore Road, Kengeri, Bangalore. Other details can be seen in the tender documents.

TABLE

Sl No	Name of work	Approximate value of work (In Lakhs)	Earnest Money Deposit (In Lakhs)	Tender Processing Fee	Period of completion (Including Monsoon)
1	**2**	**3**	**4**	**5**	**6**
1	**Formation of Road and Construction of UGD from site no. 2710 to site no 2722 in 4th Block of Sir M**	**25.09**	**0.50**	**Refer Karnataka Public Procure**	**06 months including monsoo**

Contractor Executive Engineer

	Vishweshwaraiah Nagar Layout.			**ment Portal**	**n period**

Each tenderer must pay specified full E.M.D. in the kppp portal platform through any of the payment modes as:- a) Credit card b) Direct Debit c)National Electronic fund transfer (NEFT) d)Over the counter (OTC). Tenders without valid E.M.D. shall be rejected.

(A) CALENDAR OF EVENTS:

1. The agency can request for e-tendering documents	From : 15/03/2025
2. Pre-Bid meeting will be held at the office of the Engineer Member, BDA Head office Kumara Park West, Bangalore	On : 15/03/2025
3. Last date for submission of tender documents through e-procurement.	From: 1/04/2025
4. Opening of bid document (Technical bid and Financial bid)	On.: 2/04/2025

The contractor can download e-tender documents from the website **https://eproc.karnataka.gov.in/eportal/index.seam**

General Conditions

1. All the documents must be attested, scanned and uploaded.
2. The contractor should neither make any alteration in the conditions of contract or not stipulate any conditions of his own.
3. The Electronic document i.e., Technical and Financial bid of all the bidder will be opened .After Post qualification among eligible bidders the lowest bidder will be identified. If the lowest bidder fails to produce the original documents for entering into an agreement or the original documents submitted does not match with the uploaded documents or found false, then his bid is treated as non-responsive bid as per clause-26(4) of the KTPP rules & his name would be recommended for the removal from the select list of KPWD enrolment and barred from participation in any of the tenders invited by the BDA apart from forfeiting the EMD paid through e-portal.

Contractor Executive Engineer

4. Evaluation will be done based on the information provided by the contractor as per the document uploaded through kppp portal the correctness of the uploaded document will be verified if necessary.
5. Any bidders who is otherwise technically qualified withdraws from the bidding process at any stage before a final decisions taken on the tender, the EMD of such bidder shall be forfeited, the name of such bidder shall be recommended for removal from the KPWD contractors at least for a minimum period of one year in BDA, besides making such bidders liable for black listing.
6. **GST**: The tenderer should quote the rate with respect to the amount shown as work portion Part-A in Column No-3 of Statement showing the details of work under Invitation For Tenders (IFT). **As per Govt. order FD:447:Exependiture:12/2022 Bangalore dt. 30-7-2022,** G.S.T will be paid at **18%** or applicable rates at the time of payment of RA Bills, subject to verification.

7. The bidders shall ensure credit of Tender Processing Fee and EMD into the respective receiving bank accounts of kppp portal on or before the last date of bid submission (Through Electronic Media)
8. The tenderer is required to ensure browser compatibility of the computer well in advance to the last date and time for receipt of tenders. The department shall not be responsible for non-accessibility of kppp portal portal due to internet connectivity issues and technical glitches.
9. Even though the agency/firm meets the qualifying criteria, they are subjected to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and incomplete filling of details in the prequalification document.
10. The evaluation will be done based on the information provided by the contractor as per the documents uploaded through kppp portal. The correctness of the uploaded documents will be verified if necessary.
11. Conditional tenders will be rejected. The officer competent to accept the tender shall have the right to reject any or all the tender without assigning any reason whatsoever.
12. Taxes will be deducted at the prevailing rates.
13. The intending bidders are advised to visit the site of work before attending and also submitting their tenders.
14. BDA Reserves the right to verify the correctness of the statements and documents furnished and inspect the jobs executed by the agency/firm, if found necessary.
15. The Tenders are invited as per Standard tender Document . (SBD)
16. All relevant documents as per the BDA need to be uploaded while submitting bid in general documents provision in kppp portal portal.
17. Contractors should follow strictly prevailing rules of labour act.

Contractor Executive Engineer

18. Bidders should not be under any declaration of ineligibility for corrupt and Fraudulent practices issued by Government of Karnataka.
19. Scanned Signature of the Bidder/Authorized Representative incase of firm/company to be attached while uploading bid documents along with valid power of attorney.
20. The officer competent to accept the tenders shall have the right to reject any or all the tenders without assigning any reason and whatsoever.
21. The Contractor should adhere to the accepted execution plan submitted by his under any circumstances without linking to the pending payment of the work & also land acquisition problem if any.
22. Considering the availability of funds, the bill of the Agency will be paid.
23. Tenders from Joint ventures are not acceptable.
24. Relevant documents must be uploaded wherever necessary.
25. If any of the dates mentioned in the Calendar of events happened to be declared holiday, the next working day holds good for event.
26. Each of the documents uploaded to the e-portal should be self-attested.
27. Any bidders who is otherwise technically qualified withdraws from the bidding process at any stage before a final decisions taken on the tender, the EMD of such bidder shall be forfeited, the name of such bidder shall be recommended for removal from the KPWD contractors at least for a minimum period of one year in BDA, besides making such bidders liable for black listing.
28. Any of the bidder who withdraws from the bidding process after completion of tender submission date at any stage before a final decision taken on the tender, the EMD of such bidder shall be forfeited and the name of such bidder shall be removed from the select list of KPWD registration and barred from participation in any of the tenders invited by BDA thereafter.
29. Further information about tendering can be had from www.kppp.Karnataka.gov.in and office of the undersigned during office hours. (08259-284644)
30. Further corrigendum/modifications/corrections if any can be had from www.kppp.Karnataka.gov.in.

Executive Engineer,

Kengeri,

The

West Division,

Bangalore

Contractor Executive Engineer

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

A. General

1. Scope of Tender

2. Eligible Tenderers
3. Qualification of the Tenderer

B. Tender Documents

4. Content of Tender documents
5. Amendment of Tender documents

C. Preparation of Tenders

6. Documents comprising the Tender
7. Tender prices

8. Tender validity
9. Earnest money deposit

10. Format and signing of Tender

D. Submission of Tenders

11. Sealing and marking of Tenders
12. Deadline for submission of Tenders
13. Late Tenders
14. Modification and Withdrawal of Tenders

E. Tender opening and evaluation

15. Tender Opening
16. Process to be confidential
17. Clarification of Tenders
18. Examination of Tenders and determination of responsiveness
19. Correction of errors
20. Evaluation and comparison of Tenders

F. Award of contract

21. Award criteria
22. Employer's right to accept any Tender and to reject any or all Tenders
23. Notification of award and signing of Agreement
24. Security deposit
25. Corrupt or Fraudulent Practices

A. General

1. Scope of Tender

1.1 The **Executive Engineer,** West Division, Kengeri, Bangalore. (Referred to as Employer in these documents) invites tenders, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for the work detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer:

3.1 All tenderers shall provide the required information accurately and in sufficient detail in Section 3: form of Tender & Qualification information.
All Tenderers shall provide the required information accurately and in sufficient detail in Section 3: Qualification information.

3.2

First Electronic Document (Technical Bid) Shall contain the following qualifying conditions/Documents:

i) A copy of the valid KPWD registration certificate,
A. KPWD contractor shall be enrolled under KPWD Bengalore circle

ii) A copy of the valid Employees Provident Fund (EPF) registration Certificate.

iii) Each tenderer must pay specified full E.M.D. in the kppp portal platform through any of the payment modes as:- a) Credit card b) Direct Debit c)National Electronic fund transfer (NEFT) d)Over the counter (OTC). Tenders without valid E.M.D. shall be rejected.

iv) GST Registration Certificate

v) The annual turnover of intending bidder shall not be less than equal to amount put to tender i.e., Rs.25.09 lakhs in each of two financial years during the last 5 years i.e, from 2020-21 to 2024-25. (in all Classes of Civil Engineering Construction works only). The audit Profit and Loss account certified by the Chartered Accountant duly showing with UDIN i.e (Unique Document Identification Number) along with income tax return should be uploaded.

vi) The intending bidder should have satisfactorily completed as a prime contractor at least one similar nature of work i.e **Formation of Roads and UGD works** of value not less than 50% of the estimate value of amount put to tender i.e., Rs.12.54 Lakhs in last five years i.e., from 2020-21 to 2024-25. The Work done certificates obtained from the officer not below the rank of Executive Engineer should be uploaded.

vii) Executed in any one financial year, the following minimum quantities of work:

1 Earth work Excavation :444.00 cum
2 PVC Ringtite pipes: 146.00 m
3 Wire cut Brick Manhole Chambers: 4 No’s
4 GSB/Wet Mix Macadam : 250.00 Cum
5 DBM/BC : 46.00 Cum

3.3 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*2.5 - B)
where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to 2025-26 price level) taking into account the completed as well as works in progress.
N = Number of years prescribed for completion of the works for which Tenders are invited. (09 months)
B = Value, at 2025-26 price level, of existing commitments and on-going works to be completed during the next 09 months (period of completion of the works for which Tender are invited).

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent*.*

Certificate from Executive Engineer or equivalent should be furnished so for satisfactory completion as prime contractor as per clause 3.2(b)

3.4 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and / or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification

Contractor Executive Engineer

B. Tender documents

4. Content of Tender documents

The Contractor should go through the Tender Document and submit the response /commercial / technical through kppp portal portal online after downloading the tender.

5. Amendment of Tender documents

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

5.2 Any addendum thus issued shall be part of the tender documents and shall be posted online in the kppp portal portal which Contractors should download.

5.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders on line through kppp portal portal, in accordance with Sub-Clause 12 below.

C. Preparation of Tenders

6. Documents comprising the Tender

6.1 The tender submitted by the Tenderer shall be in one covers and shall contain the documents as follows::

(a) Earnest Money Deposit; on line payment through kppp portal platform.
(b) Qualification Information as per formats given in Section 3;
(c) The Tender (in the format indicated in Section 4)
(d) Priced Bill of Quantities (Section 8); online through kppp portal portal, no hardcopy of commercials should be attached or disclosed.

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 5 and 8 shall be filled in without exception.

7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

7.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words

Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made online only before the submission of the bid.

7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

7.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

8. Tender validity

8.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9. Earnest money deposit

9.1 Earnest Money Deposit/ Bid security

The supplier/contractor can pay the Earnest Money Deposit (EMD) in the kppp portal portal using any of the following payment modes:

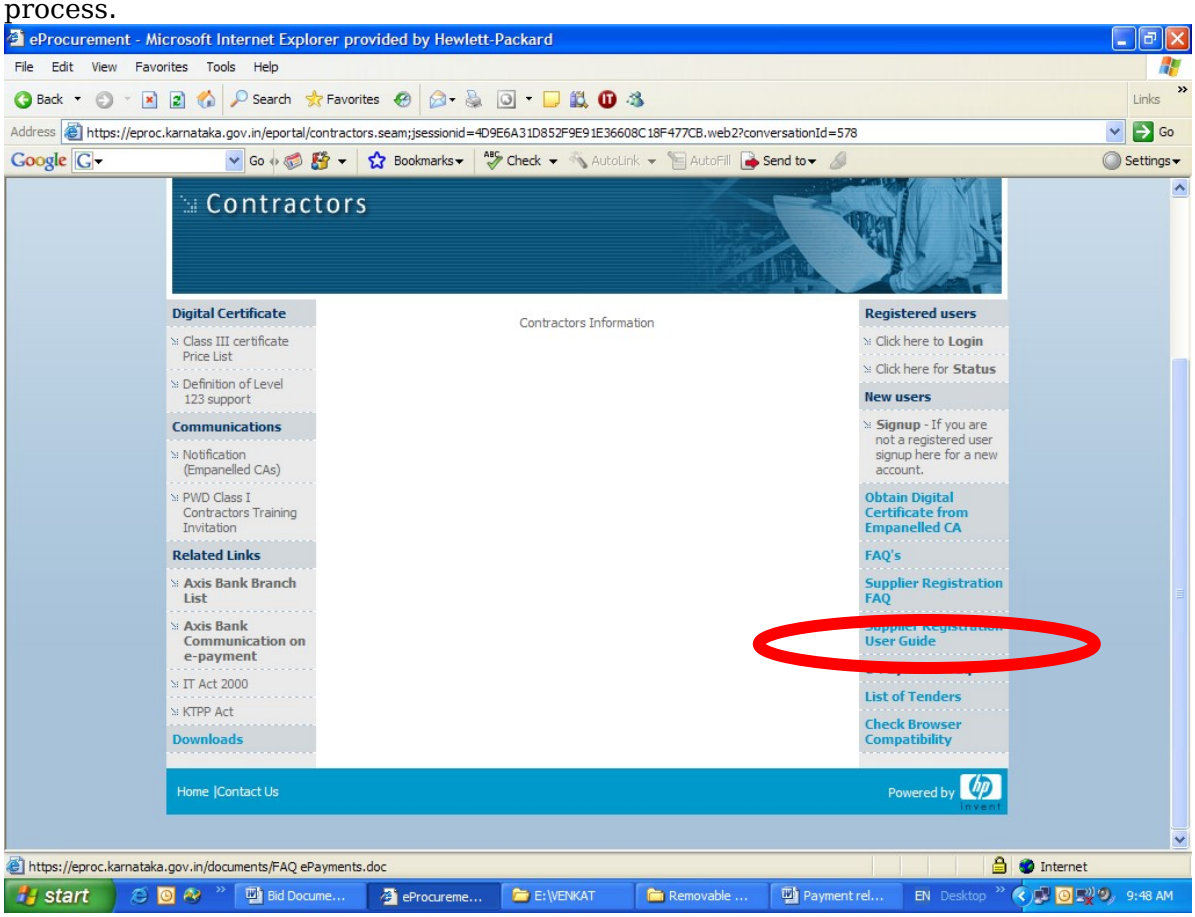
- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

The supplier/contractor’s bid will be evaluated only on confirmation of receipt of the payment (EMD)

EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee)
b. The entire EMD amount for a particular tender has to be paid in a single transaction

For details on e-Payment services refer to kppp portal portal for more details on the process.



Refund of EMD

Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank a/c's of the supplier/contractor registered in the kppp portal system .

9.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.

9.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.

9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

9.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Security deposit

10. Format and signing of Tender

Tenderer shall submit the Bid electronically before the submission date and time published in kpppurement portal.

D. Submission of Tenders

11. Tenderer shall submit the Bid electronically before the submission date and time published.

12. Deadline for submission of the Tenders

12.1 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

13. Late Tenders

13.1 In online kppp system, you shall not be able to submit the bid after the bid submission time and date as the icon or the task in the kppp portal will not be available.

14. Modification and Withdrawal of Tenders

Tender has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the kppp portal.

E- Tender opening and evaluation

15. Tender opening:

15.1 The Employer will open online Tenders received through kppp portal, in the presence of the Tenderers or their representatives on the date and the place specified in the kppp portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

15.2 The Tenderes names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening

15.3 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.2

16. Process to be confidential

16.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

17 Clarification of Tenders

17.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender,

including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted.- Deleted

17.2 Subject to sub-clause 17.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

17.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

18. Examination of Tenders and determination of responsiveness

18.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender (a) meets the eligibility criteria defined in Clause 2; (b) has been digitally signed; (c) is accompanied by the required earnest money deposit and; (d) is substantially responsive to the requirements of the Tender documents.

18.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

18.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

19 Correction of errors

The Tenderer can do Modifications before submitting their bids online only.

20. Evaluation and comparison of Tenders

20.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 18.

20.2 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

F. Award of Contract

21. Award criteria

21.1 Subject to Clause 23, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

22. Employer's right to accept any Tender and to reject any or all Tenders

22.1 Notwithstanding Clause 21, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

23. Notification of award and signing of Agreement

23.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by, e-mail or facsimile or kppp portal portal or through letter . This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

23.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 24.

23.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

23.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

24. Security deposit

24.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to **5%** of the Contract price **plus additional security for unbalanced tenders** as specified below:

- Banker's cheque/Demand Draft/pay Order/ Bank Guarantee from scheduled/ Nationalised bank in favour of the **Executive Engineer,** West Division, Kengeri, Bangalore.

- Specified Small Savings Instruments pledged to of the **Executive Engineer, West** Division, Kengeri, Bangalore.

24.2 The security deposit if furnished in demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

24.3 Failure of the successful Tender to comply with the requirements of sub-clause 24.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

25. Corrupt or Fraudulent practices

25.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

25.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

26. Additional clause

26.1 In the case of the death of a contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered contractor willing can execute & complete the work at the accepted tender rates irrespective of the cost of the work.

SECTION 3: FORMS OF TENDER AND QUALIFICATION INFORMATION

TABLE OF FORM :

- **FORMS OF TENDER**
- **QUALIFICATION INFORMATION**
- **LETTER OF ACCEPTANCE**
- **NOTICE TO PROCEED WITH THE WORK**
- **AGREEMENT FORM**

Form of Tender

Description of the Works: **Formation of Road and Construction of UGD from site no. 2710 to site no 2722 in 4th Block of Sir M Vishweshwaraiah Nagar Layout.**

To: The Executive Engineer, , West Division, Kengeri, Bangalore.

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of .....
(in fig)
.....(in letters)

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.
We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____

Address: _____

_____

Ph No:- Land Mobile

Contractor Executive Engineer

QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____ (Attach Copy)

Principal place of business: _____

1.2 Total value of works executed and payments received in the last five years (in Rs. Lakhs)

2020-21_____

2021-22_____

2022-23_____

2023-24_____

2024-25_____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs Lakhs	Date of issue of Work	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name & Date Address of Employer	Value of Contract (Rs. Lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs.Lakhs)	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name & Date Address of	Estimated value of works	Stipulated period of completi	Date when decision is	Remarks if any

Contractor Executive Engineer

		Employer	(Rs. Lakhs)	on	expected	
1	2	3	4	5	6	7

Contractor Executive Engineer

1.5. Construction Equipments owned by the tenderer and equipment proposed to be deployed on this contract, if warded.

1.6 Reports on the financial standing of the tenderer, such a profit and loss statements and auditor’s reports for the last five years.

1.7 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.8. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

Letter of Acceptance

(letterhead paper of the Employer)

_____[date]

To: _____
[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of **Formation of Road and Construction of UGD from site no. 2710 to site no 2722 in 4th Block of Sir M Vishweshwaraiah Nagar Layout.** .for the Contract Price of Rupees
( ) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit in the form detailed in Clause 24.1 of ITT for an amount of Rs.———— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 24.3 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Contractor Executive Engineer

Issue of Notice to proceed with the work

(letterhead of the Employer)

———— (date)

To

————————————————— (name and address of the Contractor)

————————————————

————————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 24.1 and signing of the contract agreement for the construction of **Formation of Road and Construction of UGD from site no. 2710 to site no 2722 in 4th Block of Sir M Vishweshwaraiah Nagar Layout.** at Tender Price of Rs.21.58 you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

Contractor Executive Engineer

Agreement Form

Agreement

This agreement, made the _____day of _____20_____, The Executive Engineer, , North Division, R.T. Nagar, Bangalore
(hereinafter called "the Employer") of the one part and
_____
_____
_____[name and address of contractor]
(hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the **Formation of Road and Construction of UGD from site no. 2710 to site no 2722 in 4th Block of Sir M Vishweshwaraiah Nagar Layout.** (here in after called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
_____

Contractor Executive Engineer

in the presence of:

Binding Signature of Employer

Binding Signature of Contractor

Contractor Executive Engineer

SECTION 4: CONDITIONS OF CONTRACT

Table of Contents

A. General

1. Definitions
2. Interpretation
3. Law governing contract
4. Employers decisions
5. Delegation
6. Communications
7. Subcontracting
8. Other Contractors
9. Personnel
10. Employer's and Contractor's risks
11. Employer's risks
12 Contractor's risks
13 Query about Contract Data
14 Contractor to construct the Works
15. The Works to be completed by Intended Completion Date
16. Safety
17. Discoveries
18. Possession of the Site
19. Access to the Site
20. Instructions

B. Time Control

21. Program
22. Extension of the Intended Completion Date
23. Delays ordered by the Employer
24. Management meetings

C. Quality Control

25. Identifying defects
26. Tests
27. Correction of defects
28. Uncorrected defects

D. Cost Control

29 Bill of Quantities (BOQ)
30 Variations
31. Payment for Variations
32. Submission of bills for payment
33 Payments
34. Compensation events
35. Tax
36. Liquidated damages
37. Cost of repairs

E Finishing of Contract

38. Completion
39. Taking Over
40. Final account
41. As built drawings and/or Operating and Maintenance Manuals
42. Termination
43 Payment upon termination
44. Property
45. Release from performance

F Special Conditions of Contract

Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 34 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 38.1
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 This Clause is deleted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.

11. Employer's risks

11.1.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Queries about the Contract Data

13.1 The Employer will clarify queries on the Contract Data.

14. Contractor to construct the Works

14.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

15. The Works to be completed by the Intended Completion Date

15.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

16. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

18. Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

19. Access to the Site

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

B. Time Control

21. Program

21.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

22. Extension of the Intended Completion Date

22.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

23. Delays ordered by the Employer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

24. Management meetings

24.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

25. Identifying defects

25.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

26. Tests

26.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

27. Correction of defects

27.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is

defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

27.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

28. Uncorrected defects

28.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D . Cost Control

29. Bill of Quantities (BOQ)

29.1 The BOQ shall contain items for the construction, installation, testing and commissioning work to be done by the Contractor.

29.2 The BOQ is used to calculate the Contract price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

30. Variations

30.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him.

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);

(b) Omit any item of work;

(c) Change the Character or quality or kind of any item of work;

(d) Change the levels, lines, positions and dimensions of any part of the work;

(e) Execute additional items of work of any kind necessary for the completion of the works; and

(f) Change in any specified sequence, methods or timing of construction of any part of the work.

30.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

30.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ failing which the contractor shall be responsible for deviation if any. Further approval of Govt has to be obtained for the variation exceeding 5 %. (as per Go No FD4 PCL 2008 Bangalore dated 14-10-2008)

31. Payments for Variations

31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1 or 31.2 or 31.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

31.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

31.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

32. Submission of bills for payment

32.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

32.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

32.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

33. Payments

33.1 Payments shall be adjusted for deductions for advance payments, other than recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

33.2 Items of works for which no rates or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the contract.

34. Compensation events

34.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer’s Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

34.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

34.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer’s own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

34.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

35. Tax

35.1 **GST:** The tenderer should quote the rate with respect to the amount shown as work portion Part-A in Column No-3 of Statement showing the details of work under Invitation For Tenders (IFT). **As per Govt. order FD:447:Exependiture:12/2022 Bangalore dt. 30-7-2022,** G.S.T will be paid at **18%** or applicable rates at the time of payment of RA Bills, subject to verification.

36. Liquidated damages

36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

37. Cost of Repairs:

37.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

38. Completion

38.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

39. Taking over

39.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

40. Final account

40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor’s revised account.

41. As built drawings

41.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

41.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer’s approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

42. Termination

42.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

42.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) DELETED

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) DELETED;

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

42.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.

42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

42.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

43. Payment upon Termination

43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

44. Property

44.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

Contractor Executive Engineer

45. Release from performance

45.1 If the contract is frustrated by any event entirety outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

General Conditions:

(a) 1% of the Tendered amount will be deducted towards "Labour Welfare Fund ".

(b) The Tenderer has to produce all the relevant Documents as indicated in the Bid Document in originals during the opening of Bid "Mandatory". This is in addition to Uploading all the relevant Documents in the kppp portal portal. If the Originals are not submitted, the Tender will be rejected.

(c) All other documents which are required to be submitted are to be uploaded in the kppp portal Portal in General Documents section, while electronically submitting the bid. If any of the Documents as desired are not submitted the Tender will be rejected.

F. Special Conditions of Contract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Royalty charges shall be recovered as per the prevailing rates issued by the department of mines & geology

5 AS per GO No LD300 LET 2006 Bangalore dated 18-01-2007 Cess at the rate of 1% of cost of construction will be deducted from the Bill towards building and other construction workers welfare fund.

6. All the works are to be carried out as per the standard specifications issued from time to time by RIS & as per the relevant I.S. Code.

7. In the case of death of a contractor after executing / commencement of the work, his legal heir, if an eligible registered contractor and willing can executive and complete the work at the accepted tender rates irrespective of the cost of work.

8. The Tenderer has to produce all the relevant Documents as indicated in the Bid Document in originals during the opening of the Technical Bid “Mandatorily”

9. If any of the Documents as desired are not submitted the Tender will be rejected

Contractor Executive Engineer

Items marked "N/A'' do not apply in this contract.

The following documents are part of the contract: Clause Reference

The Employer is: [1.1]
Address: The Executive Engineer, , North Division, R.T. Nagar, Bangalore Name of authorized Representative:

The name and identification number of the Contract is The Works Consists of **Formation of Road and Construction of UGD from site no. 2710 to site no 2722 in 4th Block of Sir M Vishweshwaraiah Nagar Layout.**
[1.1]
The start date shall be the date of issue of notice to proceed with the work.
[1.1]

The Intended Completion Date for the whole
Of the Works is **six Months** [15,22]

The following documents also form part of the Contract:
[2.2]

_____
_____
_____

The Site Possession Date is: From the date of issue of notice to proceed with the work. [18]

The Site is located at **Formation of Road and Construction of UGD from site no. 2710 to site no 2722 in 4th Block of Sir M Vishweshwaraiah Nagar Layout.**
[1.1]

And is defined in drawings nos. three
The Defects Liability Period is 365 days. [27]

The liquidated damages for the whole of the works are Rs. 0.10% of contract price per day [36]

The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price. [36]

The date by which ''as-built'' drawings (in scale 1:100) in 2 sets are required is within 30 days of issue
of certificate of completion. [41]

The amount to be withheld for failing to supply '' as-built'' drawings or supply of Operation and Maintenance Manuals by the date required- deleted
[41]

The following events shall also be fundamental breach of the contract: [42.2]
1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.
The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the works shall be 30 percent.
[43.1]

Contractor Executive Engineer

SECTION 6:

SPECIFICATIONS

Enclosed separately in Kppp Portal

Enclosed separately in Kppp Portal

SECTION 8: BILL OF QUANTITIES

				Rate (Rs)		
Sl. No.	Description of item (with brief specification and reference to Book of specification)	Quantity	Unit	In figures	In words	Amount (Rs)
	Please refer in Kppp portal portal.					
	Total Tender Price (in figures)					
	(in words)					

Note:

Contractor Executive Engineer

SECTION 9: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: The Executive Engineer,
West Division, Kengeri, Bangalore

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute

at **Formation of Road and Construction of UGD from site no. 2710 to site no 2722 in 4th Block of Sir M Vishweshwaraiah Nagar Layout. Bangalore**

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____Rupees_____ _____, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

Contractor Executive Engineer